

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF VERMONT


U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED

2016 JUN -3 PM 2: 34

TODD NORRIS,  
Plaintiff,

Docket No.

V.

2:16-CV-147 BY  CLERK  
DEPUTY CLERK

PROGRESSIVE INSURANCE COMPANY,  
Defendant.

**COMPLAINT AND JURY TRIAL DEMAND**

**PARTIES**

1. Plaintiff, Todd Norris, is over 18 years old and a resident of Addison County, Vermont
2. Defendant Progressive Insurance Company is a corporation doing business in the State of Vermont with its principal place of business in the State of Ohio.

**JURISDICTION AND VENUE**

3. The amount in controversy exceeds \$75,000, exclusive of interest and costs.
4. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a).
5. Venue is proper pursuant to 28 U.S.C. § 1391(a)(2), since the events giving rise to Plaintiff's claim occurred in the District of Vermont.

**CAUSE OF ACTION**

**UNINSURED MOTORIST COVERAGE**

6. On June 4, 2013, Plaintiff was a passenger in a motor vehicle operated by Gabriel Bloksberg in Brandon, Vermont.
7. As Bloksberg drove down Country Club Road, he lost control of the vehicle.
8. After Bloksberg lost control of the vehicle, the vehicle went off the road and rolled over several times.
9. Plaintiff was ejected from Bloksberg's vehicle.
10. As a direct result of the accident, Plaintiff suffered bodily injuries and had to be taken to a nearby hospital by ambulance.

11. The accident was caused exclusively by Bloksberg's negligent failure to maintain control of his motor vehicle in violation of Vermont law.
12. As a consequence of Bloksberg's negligence, Plaintiff has suffered serious physical injuries, and has incurred medical bills in excess of \$25,000 which he claims as special damages.
13. Plaintiff's physical injuries have interfered with his ability to work, resulting in lost income, both past and future, which he claims as special damages.
14. Defendant Progressive Insurance Company provided underinsured automobile insurance to Plaintiff through motor vehicle insurance policies they sold to Plaintiff's mother. As a member of his mother's household and family, Defendant's insurance policy defined Plaintiff as an insured person for the purposes of an underinsured motorist claim.
15. Before settling his claim with Bloksberg's insurance carrier, Plaintiff obtained Defendant's permission to settle that claim as required by Progressive's insurance contract.
16. Defendant Progressive Insurance Company therefore has a contractual obligation to compensate Plaintiff for pain and suffering, both temporary and permanent, loss of enjoyment of life, permanent impairment of physical function, emotional harm, his reduced earning capacity, and past and future medical expenses.

WHEREFORE, Plaintiff seeks compensation under the insurance contract with Defendant Progressive Insurance Company for any and all damages he incurred as a result of the June 4, 2013 motor vehicle accident, including but not limited to, medical bills, lost wages, pain and suffering, loss of enjoyment of life, his reduced earning capacity, and bodily injuries both temporary and permanent, and any other relief that the Court finds just.

Plaintiff hereby demands a trial by jury.

DATED at Burlington, Vermont this 3<sup>rd</sup> day of June, 2016.

Respectfully submitted,

  
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Brooks McArthur, Esq.

  
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David J. Williams, Esq.

Counsel for Plaintiff, Todd Norris